

# **Exhibit A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION

SOTHEBY'S, INC.,

*Plaintiff,*

- against -

CATHERINE ANNE BECK and JACK  
DITKOFISKY as Executors and Trustees of  
THE ESTATE OF MARIANNE JUDITH BECK,

*Defendants.*

Index No.:

Plaintiff designates New York  
County as the place of trial.

The basis for venue in New York  
County is CPLR 501 and 503.

**SUMMONS WITH NOTICE**

TO THE ABOVE-NAMED DEFENDANTS:

**PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED** and required to serve upon the undersigned attorneys for Plaintiff, at the address stated below, a notice of appearance or demand for a Complaint within 20 days after service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

**PLEASE TAKE NOTICE THAT THE NATURE OF THIS ACTION** is to recover monies that Defendants received from the sale of a painting (the "Painting") that they consigned to Plaintiff for sale at auction. Plaintiff designates New York County as the place of trial. The basis of the venue designated is (i) the location of Plaintiff's principal place of business, which is, 1334 York Avenue, New York, NY 10021, (ii) the parties' agreement in an auction contract (the "Consignment Agreement") to the jurisdiction of New York courts and the application of New York law, and (iii) based on the events giving rise to the action, which occurred in New York County.

This is an action for (i) money damages based on Defendant's breach of contract arising from Defendants' breach of certain representations and warranties made to Plaintiff in the Consignment Agreement, and (ii) a declaratory judgment that, as a result of certain third party claims against Plaintiff, Defendants have breached the Consignment Agreement and Plaintiff is entitled to rescind the Consignment Agreement. The relief sought in this action is a declaratory judgment and compensatory damages of not less than \$565,000.00.

In the event of default by the Defendant, judgment may be taken declaring that the sale of Painting is subject to rescission, and awarding Plaintiff the amount of \$565,000.00, exclusive of interest and costs.

**YOU ARE HEREBY NOTIFIED THAT should you fail to serve a notice of appearance or demand for a complaint within the applicable time stated above, a judgment will be entered against you by default for the sum demanded of \$565,000, together with interest and the costs of this action.**

Dated: New York, New York  
June 10, 2024

**PRYOR CASHMAN LLP**

By: /s/ Paul Cossu  
Paul Cossu  
Maya Katalan  
7 Times Square  
New York, New York 10036  
(212) 421-4100

*Attorneys for Plaintiff Sotheby's, Inc.*

**TO:**  
CATHERINE ANNE BECK and JACK DITKOFISKY  
c/o Blaney, McMurtry LLP  
1500 – 2 Queen Street East  
Toronto, ON M5C 3G5  
Canada